SCHEDULE 9

DAYWORKS

1.1 Introduction

Clause 35.1 of the Conditions of Contract is further amplified as follows:

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a daywork basis. The Contractor shall then be paid for such varied work under the terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amount paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the Works executed on a daywork basis, the Contractor shall, during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used theron or therefor other than Contractor's which is included in the percentage addition in accordance with such a daywork schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the end of each month the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as daywork, on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

The following components make up the dayworks schedule:

(a) For all Labour: A Schedule of Labour classes and estimated hours is given and is priced at 'all in' rates as detailed below excluding overheads and profits in Section A of the Schedule.

(b) For Design Staff (only where applicable to the item): at stated rates in Section B of the Schedule.

(c) For all Equipment: The rates for Equipment as detailed below and including an additional category for 'Equipment Standing' in Section C of the Schedule.

(d) For Materials: At cost based on paid invoices on the basis detailed below in Section D of the Schedule.

(e) For Fee: Stated percentage to cover all other costs not covered above in Section E of the Schedule.

1.2 All Labour

Labour rates shall cover all labour and operatives on site howsoever employed but shall exclude overheads and profit.

Rates for Labour are to include, but not be limited to the follows:

(a) Wages, actual bonus paid, daily travelling allowance (fare and / or time), tool allowance and all prescribed payments including all payments in respect of time lost due to inclement weather.

(b) Contract Works, Third Party and Employer's Liability Insurance's

(c) Annual and Public Holidays with Pay and Benefits Scheme

(d) Non-contributory Sick pay Scheme

(e) Industrial Training Levy

(f) Redundancy Payments

(g) Small tools – such as Picks, Shovels, Barrows, Trowels, Ladders, Hand Saws, Buckets, Trestles, hammer, Chisels and all items of a like nature and tool sharpening.

(h) Protective Clothing, Boots and Safety Equipment

(i) Subsistence or lodging allowances and periodic travel allowances (fare and/or time) paid to or incurred on behalf of the workmen or retention costs.

(j) All work between the hours stated in the Appendix to the Tender Work ordered to take place outside of these hours will be at enhanced rates.

(k) Medical Examination and Safety Training

(l) All subcontract costs.

1.3 Design Staff

Where the Contractor is to undertake design work and the claim, contingency sum or variation includes design work the hours and dates actually worked shall be included.

The rates shall be fully inclusive of all disbursements, computers and travelling and shall not include overheads and profit which are allowed for separately.

1.4 All Equipment

All Equipment (excluding offices, stores etc.) shall be paid for at the rates in Schedule 9.

The schedule of rates in Schedule 9 shall be exclusive of drivers, operators and attendants (which will be paid for at labour rates), but inclusive of road tax, insurance, supply and distribution of fuel, lubricants and consumable stores and all maintenance and repairs including that carried out by the operator or driver or by the Contractor's own fitter or his own plant repair and maintenance organisation.

Only the net working hours or part hours for the equipment will be paid for together with standing time necessitated by the activity or by instruction of the Engineer.

The rates shall include for all travelling time for delivery of the equipment to the location where the work is to be executed and removal of the equipment from that location.

The rates shall not include for any overheads or profit which are covered separately.

Where items of mechanical equipment are standing, the standing rate will be limited to a maximum of 12 hours in any one day. A maximum 60 hours total will be authorised unless otherwise instructed by the Engineer. Mechanical breakdown will not be paid for.

1.5 Materials

The Contractor shall be paid the invoiced cost to him of materials delivered to site and used. All overheads and profit are covered separately.

1.6 Fee

To cover all on-site and off-site supervision, overheads, profit and administration including head office and/or registered office staff associated with the contract or general management, administration, finance, estimating, planning, procurement, insurances and all other items not covered by the cost components. The Contractor has to insert a percentage for this element.

The hours and sums included in this schedule are provisional only and may be used in total in part or not at all as the requirements of the Contract provide. No loss of profit/overhead claims will be considered for lack of use of Contingency Sums.